

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JOSEPH JADCZAK and CATHERINE)
JADCZAK,)
)
Plaintiffs,)
)
v.) C.A. No. 07-431 (GMS)
HOMESITE INSURANCE COMPANY,)
)
Defendant.)

DEFENDANT'S RESPONSES TO PLAINTIFFS'
FIRST REQUEST FOR DOCUMENTS

Defendant Homesite Insurance Company ("Homesite"), by its attorneys, Cozen O'Connor, hereby responds to plaintiffs' First Request for Documents as follows:

GENERAL OBJECTIONS

- A. Homesite objects to plaintiffs' Request for Documents to the extent that they purport to require more information than is authorized under the applicable rules.
- B. Homesite objects to plaintiffs' Request for Documents to the extent that they are vague, ambiguous or overly broad, and call for information that is neither material nor necessary for the prosecution or defense of this action, nor reasonably calculated to lead to the discovery of admissible evidence.
- C. Homesite objects to plaintiffs' Request for Documents to the extent that they seek information prepared in anticipation of, or preparation for, settlement, litigation or trial by Homesite and/or its representatives, or that they seek work product, mental impressions, conclusions, opinions or legal theories of Homesite's counsel and/or its representatives.
- D. Homesite objects to plaintiffs' Request for Documents to the extent that they impermissibly seek to limit Homesite's trial strategy by calling for the identification of facts, documents and/or witnesses that have yet to be identified, evaluated and/or created. Homesite reserves the right to offer testimony and documents into evidence that were not yet identified or created at the time this response was prepared, and to supplement this response as necessary during the course of the litigation.
- E. Homesite objects to plaintiffs' Request for Documents to the extent that they call for the production of proprietary, confidential or commercially sensitive business information that is not

reasonably calculated to lead to the discovery of admissible evidence or whose limited relevance, if any, is outweighed by the prejudice to Homesite from disclosing that information.

F. Homesite objects to plaintiffs' Request for Documents to the extent that they seek information or material protected by the attorney-client privilege.

OBJECTIONS AND PRIVILEGES NOT WAIVED

G. The information disclosed pursuant to this response is made without waiving, or intending to waive, but on the contrary intending to preserve and preserving: (a) the right to object on the grounds of competency, privilege, relevancy, materiality, or any other proper grounds, to the use of information for any other purpose, in whole or at least in part, in any subsequent step or proceeding in this action or any other action; (b) the right to object on any and all grounds, at any time, to other requests or other discovery procedures involving or relating to the subject matter of plaintiffs' Request for Documents to which Homesite responded herewith; and (c) the right at any time to revise, correct, add to, or clarify any of the responses propounded herewith.

REQUEST 1

The Policy.

1. See Homesite's Initial Disclosures.

REQUEST 2

All documents or communications that refer or relate to the Claims.

2. See Homesite's Initial Disclosures.

REQUEST 3

All documents or communications that refer to, relate to or constitute evidence of Homesite's investigation, processing, handling or evaluation of the Claims.

3. See Homesite's claims file, produced as part of its Initial Disclosures.

REQUEST 4

All documents, communications, or tangible things (including without limitation claims manuals) used by you from January 1, 2005 through the present for the purpose of training, instructing or providing guidance to your employees, agents or other representatives in connection with the handling of claims arising under any residential homeowners' property and/or casualty insurance policies (including, without limitation, claims for damage to or destruction of property by fire).

4. Objection. Plaintiffs' Request calls for the production of proprietary, confidential or commercially sensitive business information that is not reasonably calculated to lead to the discovery of admissible evidence. Further, any limited relevance is outweighed by the prejudice to Homesite from disclosing that information.

REQUEST 5

All documents, communications, or tangible things (including without limitation claims manuals) used by you from January 1, 2005 through the present for the purpose of training, instructing or providing guidance to your employees, agents or other representatives in connection with the handling of insurance claims generally.

5. See Response to Request number 4.

REQUEST 6

All documents, communications, or tangible things (other than documents relating to any particular claimant or insured) that refer or relate to the meaning, purpose, construction or effect of "Coverage A – Dwelling", "Coverage B - Other Structures", and "Coverage C Personal Property" which appear within "Section I – Property" of the Policy.

6. See Response to Request number 4.

REQUEST 7

All documents, communications, or tangible things (other than documents relating to any particular claimant or insured) that refer or relate to the drafting, preparation or creation of "Coverage A – Dwelling", "Coverage B - Other Structures", and "Coverage C - Personal Property" which appear within "Section I – Property" of the Policy.

7. See Response to Request number 4.

REQUEST 8

All documents, communications, or tangible things (other than documents relating to any particular claimant or insured) that refer or relate to the meaning, purpose, construction or effect of the following terms or definitions which appear in the Policy:

- (a) "Insured Location".
- (b) "Description of Dwelling".
- (c) "Motor vehicles or all other motorized land conveyances".
- (d) "* * * vehicles or conveyances not subject to motor vehicle registration which are [u] sed to service an "insured's" residence* * *".

8. See Response to Request number 4.

REQUEST 9

All documents, communications, or tangible things (other than documents relating to any particular claimant or insured) that refer or relate to the of the following terms or definitions which appear in the Policy:

- (a) "Insured Location".
- (b) "Description of Dwelling".
- (c) "Motor vehicles or all other motorized land conveyances."
- (d) "* * * vehicles or conveyances not subject to motor vehicle registration which are [u] sed to service an "insured's" residence

9. See Response to Request number 4.

REQUEST 10

All personnel files or records for those of Homesite's employees, agents or other representatives who were involved at any time prior to May 29, 2007 in processing, handling or evaluating the Claims (limited, however, to that part of the responsive personnel files or records that refer or relate to the subject's performance of job duties consisting of or involving the processing, handling or evaluation of insurance claims).

10. See Response to Request number 4.

REQUEST 11

Your most recent audited financial statement.

11. See Response to Request number 4.

REQUEST 12

Your most recent annual report to your shareholders.

12. See Response to Request number 4.

REQUEST 13

All documents, communications, or tangible things identified in your responses to Plaintiffs' First Set of Interrogatories, served simultaneously herewith.

13. See the Policy and the transcript of Mr. Jadczak's October 3, 2006 Examination Under Oath (both of which are in plaintiffs' possession), and Mr. Jadczak's Replacement Cost Questionnaire, a September 1, 2006 letter from Homesite to Mr. Jadczak, Endorsement HO 04 48 to Homesite Policy Number 30318013 and the Coverage C inventory, attached hereto.

REQUEST 14

All documents, communications, or tangible things relating in any manner whatsoever to the placement of the Policy with you or your predecessor(s) in interest, including, but not limited to, communications from brokers, agents, mortgagors, banks, and the like.

14. See Homesite's underwriting file, produced as part of its Initial Disclosures.

REQUEST 15

All documents, communications, or tangible things reflecting or relating to any communication between you or your predecessor(s) in interest and Assurant, Inc. t/d/b/a Assurant Solutions relating in any manner whatsoever to the Policy or the Claims.

15. See Homesite's underwriting file, produced as part of its Initial Disclosures.

REQUEST 16

All documents, communications, or tangible things reflecting or relating to any subrogation investigation conducted by you in connection with the Claims.

16. See Homesite's claims file, produced as part of its Initial Disclosures.

REQUEST 17

All documents, communications, or tangible things reflecting or relating to any cause-and-origin investigation conducted by you in connection with the Claims.

17. See Homesite's claims file, produced as part of its Initial Disclosures.

REQUEST 18

All documents, communications, or tangible things reflecting or relating to the investigation conducted by Chap Chancellor, AIC and/or Eagle Adjustment Services in connection with the Claims.

18. See Homesite's claims file, produced as part of its Initial Disclosures. See also, the Coverage C inventory, attached hereto.

REQUEST 19

All draft copies of the ROR Letter (as that term is used in the Complaint), including, without limitation, marginalia or other notations thereupon.

19. Objection. This Request seeks material protected by the attorney-client and work product privileges.

REQUEST 20

All documents, communication, or tangible things reflecting or relating to the ROR Letter.

20. Objection. This Request seeks material protected by the attorney-client and work product privileges. To the extent not privileged, see Homesite's claims file, produced as part of its Initial Disclosures.

REQUEST 21

Your physical document or records retention policy which was in effect as of the date of May 29, 2006, and any revisions or changes thereto between that date and May 29, 2007.

21. Objection. Plaintiffs' Request calls for the production of proprietary, confidential or commercially sensitive business information that is not reasonably calculated to lead to the discovery of admissible evidence. Further, any limited relevance is outweighed by the prejudice to Homesite from disclosing that information. Notwithstanding these objections, upon information and belief, Homesite has not deleted or discarded any documents related to the Jadczak claim.

REQUEST 22

Your electronic document or records retention policy which was in effect as of the date of May 29, 2006, and any revisions or changes thereto between that date and May 29, 2007.

22. Objection. Plaintiffs' Request calls for the production of proprietary, confidential or commercially sensitive business information that is not reasonably calculated to lead to the discovery of admissible evidence. Further, any limited relevance is outweighed by the prejudice to Homesite from disclosing that information. Notwithstanding these objections, upon information and belief, Homesite has not deleted or discarded any documents related to the Jadczak claim.

REQUEST 23

Your electronic mail retention policy which was in effect as of the date of May 29, 2006, and any revisions or changes thereto between that date and May 29, 2007.

23. Objection. Plaintiffs' Request calls for the production of proprietary, confidential or commercially sensitive business information that is not reasonably calculated to lead to the discovery of admissible evidence. Further, any limited relevance is outweighed by the prejudice to Homesite from disclosing that information. Notwithstanding these objections, upon information and belief, Homesite has not deleted or discarded any documents related to the Jadczak claim.

Dated: April 11, 2008

/s/ Sean J. Bellew

Sean J. Bellew (#4072)
Cozen O'Connor
1201 N. Market Street, Suite 1400
Wilmington, DE 19801
Telephone: (302) 295-2000
Facsimile: (302) 295-2013

Counsel for Defendant

OF COUNSEL:
Melissa F. Brill, Esquire
Cozen O'Connor
45 Broadway Atrium, 16th Floor
New York, NY 10006
Telephone: (212) 509-9400

AIG Homeowners Insurance Program
 99 Bedford Street
 Boston, MA 02111-2217
 Tel. (866) 342-2045 Fax (866) 360-3202
 Underwritten by HOMESITE INSURANCE COMPANY

RECEIVED
 JUL 12 2006

JOSEPH W JADCZAK JR.
 CATHERINE JADCZAK
 29555 EAGLES CREST RD
 MILTON, DE 19968

Replacement Cost Questionnaire
Policy Number: 30318013

What year was your home Built? 2001 (Please list the original year of construction, not the year of renovation)

What type of dwelling is your home? (Please fill in one box)

- Single Family Multi-Family Change To 850,000
 Townhouse Row House

How many families is your home? (Please fill in one box)

- One Family Two Family Three Family
 Four Family Five or more Family

What is the Style of your Home? (Please fill in one box)

- | | |
|---|--|
| <input type="checkbox"/> Adobe | <input type="checkbox"/> Queen Anne |
| <input type="checkbox"/> Back-Split/Split Level | <input type="checkbox"/> Cape Cod |
| <input type="checkbox"/> Colonial | <input type="checkbox"/> Contemporary |
| <input type="checkbox"/> Mediterranean | <input checked="" type="checkbox"/> Ranch |
| <input type="checkbox"/> Raised Ranch | <input type="checkbox"/> Row/Townhouse-End |
| <input type="checkbox"/> Row/Townhouse-Center | <input type="checkbox"/> Tri-Level |
| <input type="checkbox"/> Victorian | <input type="checkbox"/> Victorian Ornate |



How many stories is your home? (Please fill in one box)

- 1 1.5 2 2.5 3 3.5 4

What is the primary exterior wall covering of your home? (Please fill in one box)

- | | |
|---|--|
| <input type="checkbox"/> Adobe | <input type="checkbox"/> Aluminum Siding |
| <input type="checkbox"/> Asbestos Shingle | <input type="checkbox"/> Block |
| <input type="checkbox"/> Brick and Block | <input type="checkbox"/> Brick Veneer |
| <input type="checkbox"/> Clapboard Siding | <input type="checkbox"/> EIFS/Synthetic Stucco |
| <input checked="" type="checkbox"/> Hardy Plank | <input type="checkbox"/> Logs |
| <input type="checkbox"/> Poured Concrete | <input type="checkbox"/> Solid Brick |
| <input type="checkbox"/> Solid Stone | <input type="checkbox"/> Stone & Block |
| <input type="checkbox"/> Stone Veneer | <input type="checkbox"/> Stucco on Block |
| <input checked="" type="checkbox"/> Stucco on Frame | <input type="checkbox"/> Vinyl Siding |
| <input type="checkbox"/> Wood Shakes | <input type="checkbox"/> Wood Siding |

What is the primary foundation type your home is built on? (Please fill in one box)

- | | |
|---|--|
| <input type="checkbox"/> Slab | <input checked="" type="checkbox"/> Crawlspace |
| <input type="checkbox"/> Closed Basement | <input type="checkbox"/> Stilts |
| <input type="checkbox"/> Walkout Basement | |

What is the total living area of your home in square feet? 3685

(Do not include Basement, Garages, Porches or Decks)

8a. If you have a finished basement how many square feet are finished? NA
(Do not include this figure in your total living area)

What is the primary type of roof on your home? (Please fill in one box)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Composition Shingle | <input type="checkbox"/> Asphalt |
| <input type="checkbox"/> Concrete Tile | <input type="checkbox"/> Rubber/Steel/Metal/Tin |
| <input type="checkbox"/> Wood Shingle | <input type="checkbox"/> Wood Shake |
| <input type="checkbox"/> Clay Tile | <input type="checkbox"/> Spanish Tile |
| <input type="checkbox"/> Slate Shingle | <input type="checkbox"/> Built-Up / Tar & Gravel |
| <input type="checkbox"/> Foam | <input type="checkbox"/> Plexi-glass |

What year was the oldest portion of your roof installed? 2001

What type of garage do you own? (Fill in all that apply. If none proceed to next question)

- | | | |
|--|--------|-----------|
| <input checked="" type="checkbox"/> Attached | # Cars | <u>3</u> |
| <input type="checkbox"/> Built-In | # Cars | <u> </u> |
| <input checked="" type="checkbox"/> Detached | # Cars | <u> </u> |
- Change from 8x200 To 200,000

Do you have any of the Following Features? (Fill in all that apply)

- | | |
|--|-----------|
| <input checked="" type="checkbox"/> Central Air Conditioning | |
| <input checked="" type="checkbox"/> Fireplace (wood burning) | How Many? |
| <input type="checkbox"/> Woodstove | <u>2</u> |
| <input checked="" type="checkbox"/> Porch | How Many? |
| <input type="checkbox"/> Breezeway | <u>2</u> |
| <input type="checkbox"/> Deck | How Many? |

What is your primary heating system? (Fill in one box)

- | | |
|---|--|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Gas / Hot Water |
| <input checked="" type="checkbox"/> Oil / Hot Water | <input type="checkbox"/> Gas / Hot Air |
| <input type="checkbox"/> Oil / Hot Air | <input type="checkbox"/> Wood |

Is there an active) inactive or abandoned oil tank on your property?

(Fill in all that apply. If none proceed to next question)

- | | |
|--|----------|
| <input checked="" type="checkbox"/> Underground (Buried Underground) | <u>2</u> |
| <input type="checkbox"/> Above Ground on Masonry | |
| <input type="checkbox"/> Above Ground not on Masonry | |

How many full bathrooms are in the home? 2 (3 or more fixtures)

How many half bathrooms are in the home? 1 (2 fixtures)

Signature Joseph A. Dadey Jr. Date 7-7-06

AIG Homeowners Insurance Program

99 Bedford Street
Boston, MA 02111-2217
Tel. (866) 342-2045 Fax (866) 360-3202
Underwritten by HOMESITE INSURANCE COMPANY

JOSEPH W JADCZAK JR.
CATHERINE JADCZAK
29555 EAGLES CREST RD
MILTON, DE 19968

Policy Change for Policy Number 30318013

September 1, 2006

Dear JOSEPH JADCZAK & CATHERINE JADCZAK,

The following changes have been made to your insurance policy effective August 29, 2006:

- * ADDED HO 04 48 OTHER STRUC-INCR LM

Any adjustments to your premium balance or future installments will be reflected on your next bill.

A declarations page reflecting the policy change and any premium adjustments is attached.

Should you have any questions regarding this change or your policy, please contact our Customer Service Center at your convenience. Please call us at 1-866-342-2045.

Sincerely,

Customer Care Department
AIG Homeowners Insurance Program

Policies are underwritten by member companies of the Homesite Insurance Group. Member companies include: Homesite Insurance Company of California (Certificate of Authority #6940), Homesite Indemnity Company, Homesite Insurance Company of Illinois, Homesite Insurance Company of the Midwest, Homesite Insurance Company of New York, Homesite Insurance Company of Pennsylvania, Homesite Insurance Company, Ranchers and Farmers Mutual Insurance Company, and Homesite Lloyds's of Texas.

Policy Number 30318013 AHI902-0505

AIG Homeowners Insurance Program

99 Bedford Street
 Boston, MA 02111-2217
 Tel. (866) 342-2045 Fax (866) 360-3202
 Underwritten by HOMESITE INSURANCE COMPANY

JOSEPH W JADCZAK JR.
 CATHERINE JADCZAK
 29555 EAGLES CREST RD
 MILTON, DE 19968

Policy Change Declarations For Policy Number 30318013

Policy Period This policy covers the listed location(s)
From 12:01 AM August 16, 2006
Through 12:01 AM August 16, 2007 (local time)

**Issued by Homesite Insurance
 Company**

Tier 001

Insured Location

29555 EAGLES CREST RD MILTON DE 19968-3621

Description of Dwelling

2001 Stucco on frame, Single family home, Primary residence, Partially Protected, territory code 0002, over 1000ft. from hydrant, within 5 miles from fire station

Deductible - \$250

Windstorm or Hail Deductible - 2%

In case of loss under Section I, we cover only that part of the loss over the deductible stated. For Wind or Hail deductible, see endorsement.

Coverage	Limit	Premium
Section I - Property Coverage A - Dwelling Coverage B - Other Structures Coverage C - Personal Property Coverage D - Loss of Use	\$125,000 \$25,000 \$5,000 \$5,000	\$1,172.00
Section II - Liability Coverage E - Personal Liability Coverage F - Medical Payments to Others	\$100,000 \$5,000	\$1,000.00
Additional Coverages See Additional Coverages on reverse side for details		\$50.00
Surcharges See Surcharges on reverse side for details		\$50.00
Discounts See Discounts on reverse side for details		\$50.00
Total		\$2,172.00

Authorized Representative



Additional Coverages		\$508.00
	Limit	Premium
HO 04 20 0694 Specified Additional Amount Insurance for Cov A	[REDACTED]	[REDACTED]
HO 04 48 0491 Other Structures - Increased Limits	[REDACTED]	[REDACTED]
HO 04 90 0491 Personal Property Replacement Cost	[REDACTED]	[REDACTED]

Surcharges		\$0.00
	Limit	Premium

Discounts		-\$276.00
	Limit	Premium

Contracts and Amendments

- HO 00 03 0491 Special Form (HO 00 03 0491)
 HO 01 07 1298 Special Provisions - Delaware
 HO 04 32 0502 Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
 HO 04 96 0491 No Section II Coverage - Home Day Care Business

Mortgagees

CHI MORTGAGE INC.
 PO BOX 7106
 SPRINGFIELD OH 45501
 (800) 767-3800

CHI MORTGAGE INC.
 PO BOX 7106
 SPRINGFIELD OH 45501
 (800) 767-3800

Important Messages

These Declarations are not the entire insurance policy. All information contained in the Declarations regarding the insured, covered property, coverage limits, deductibles, and premium charges is subject to the specific terms and conditions of the policy contract. Please read your policy contract and amendments carefully.

The limit of liability for this structure (Coverage A) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area, and specific information that you have provided about your home.

HOMEOWNERS
HO 04 20 06 94

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIED ADDITIONAL AMOUNT OF INSURANCE FOR
COVERAGE A - DWELLING
Forms HO 00 02 and HO 00 03 Only**

**(Applies only when loss to dwelling building exceeds the
Coverage A Limit of Liability shown in the Declarations)**

To the extent that coverage is provided, we agree to provide an additional amount of insurance in accordance with the following provisions:

A. If you have:

1. Allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
 - a. The property evaluations we make; and
 - b. Any increases in inflation; and
2. Notified us, within 30 days of completion, of any improvements, alterations or additions to the dwelling building which increase the replacement cost of the dwelling building by 5% or more;

the provisions of this endorsement will apply after a loss, provided you elect to repair or replace the damaged or destroyed dwelling building.

B. If there is a loss to the dwelling building that exceeds the Coverage A limit of liability shown in the Declarations, for the purpose of settling that loss only:

1. We will provide an additional amount of insurance, up to 25%* of the Coverage A limit of liability; and
2. The Section I Condition 3. Loss Settlement paragraph b. is deleted and replaced by paragraphs b., c., and d. as follows:

b. The dwelling building under Coverage A at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts for like construction and use on the same premises:

- (1) The replacement cost of that part of the dwelling building damaged or destroyed;
- (2) The necessary amount actually spent to repair or replace the damaged or destroyed dwelling building; or
- (3) The limit of liability under this policy that applies to the dwelling building, plus any additional amount provided by this endorsement.

c. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.

d. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to the dwelling building on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.

HOMEOWNERS
HO 04 90 04 91

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY REPLACEMENT COST

SECTION I

For an additional premium, covered losses to the following property are settled at replacement cost at the time of loss:

- a. Coverage C - Personal Property;
- b. If covered in this policy, awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings.

Personal Property Replacement Cost coverage will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy:

- a. Jewelry;
- b. Furs and garments trimmed with fur or consisting principally of fur;
- c. Cameras, projection machines, films and related articles of equipment;
- d. Musical equipment and related articles of equipment;
- e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost coverage will not apply to other classes of property separately described and specifically insured.

1. PROPERTY NOT ELIGIBLE

Property listed below is not eligible for replacement cost settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.

- b. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

2. REPLACEMENT COST

The following loss settlement procedure applies to all property insured under this endorsement:

- a. We will pay no more than the least of the following amounts:
 - (1) Replacement cost at the time of loss without deduction for depreciation;
 - (2) The full cost of repair at the time of loss;
 - (3) The limit of liability that applies to Coverage C, if applicable;
 - (4) Any applicable special limits of liability stated in this policy; or
 - (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.
- b. When the replacement cost for the entire loss under this endorsement is more than \$500, we will pay no more than the actual cash value for the loss or damage until the actual repair or replacement is complete.
- c. You may make a claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability in accordance with this endorsement.

All other provisions of this policy apply.

**HOMEOWNERS
HO 04 48 04 91**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER STRUCTURES
INCREASED LIMITS**

For an additional premium, we cover each structure described below, on the "residence premises," for the additional limit of liability shown for that structure.

The limit shown below is in addition to the amount which is applicable to that described structure under Coverage B, Other Structures.

Each additional limit of liability shown below applies only to that described structure.

Description of Structure*	Additional Limit of Liability*
1. HANGER	1. \$82,000
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.

JOSZEPAK JADE CZAKAL PROPERTY INVENTORY
 29555 EAGELS CREST RD, MILTON, DE 19968
 HOMESITE CLAIM #: 0001038220

1
 4/11/2008

Description	Qty	Age	Unit Cost	RCV	Annual Depr %	Total Depr %	Depr Amt	ACV
VHS tapes	20	1 to 6	\$10.00	\$200.00	6.00%	20.00%	\$40.00	\$160.00
13" TV	2	3.0	\$150.00	\$300.00	15.00%	25.00%	\$75.00	\$225.00
VCR	1	6.0	\$125.00	\$125.00	5.00%	40.00%	\$50.00	\$75.00
Maps	1	1 to 6	\$20.00	\$20.00	15.00%	25.00%	\$5.00	\$15.00
Directories,	1	New	\$30.00	\$30.00	5.00%	10.00%	\$3.00	\$27.00
Clothes	1	2 to 5	\$100.00	\$100.00	0.00%	20.00%	\$20.00	\$80.00
Vacuum Cleaner	1	2.0	\$80.00	\$80.00	5.00%	20.00%	\$16.00	\$64.00
Clocks	2	3.0	\$20.00	\$40.00	5.00%	20.00%	\$8.00	\$32.00
Toaster	1	4.0	\$20.00	\$20.00	5.00%	25.00%	\$5.00	\$15.00
Fire extinguisher	1	1.0	\$25.00	\$25.00	5.00%	5.00%	\$1.25	\$23.75
Lounge chairs	6	4.0	\$20.00	\$120.00	5.00%	25.00%	\$30.00	\$90.00
Jumper cable	1	2.0	\$35.00	\$35.00	5.00%	20.00%	\$7.00	\$28.00
Spot light	1	2.0	\$25.00	\$25.00	5.00%	10.00%	\$2.50	\$22.50
tools	1	1 to 6	\$100.00	\$100.00	5.00%	20.00%	\$20.00	\$80.00
Grill	1	3.0	\$70.00	\$70.00	5.00%	30.00%	\$21.00	\$49.00
Perfumes Pleasures & Ester Lauder	1	2.0	\$175.00	\$175.00	10.00%	20.00%	\$35.00	\$140.00
Cassette tapes	30	1 to 4	\$5.00	\$150.00	5.00%	20.00%	\$30.00	\$120.00
JVC camcorder	1	2.0	\$150.00	\$150.00	5.00%	20.00%	\$30.00	\$120.00
35mm camera (Nikon)	1	3.0	\$249.99	\$249.99	15.00%	25.00%	\$62.50	\$187.49
Fuel and Oil filters	6	6 mos	\$10.00	\$60.00	15.00%	5.00%	\$3.00	\$57.00
Electric cables,	1	3.0	\$15.00	\$15.00	15.00%	10.00%	\$1.50	\$13.50
Hoses	1	1.0	\$15.00	\$15.00	15.00%	10.00%	\$1.50	\$13.50
Trailer hitch	1	6.0	\$80.00	\$80.00	15.00%	35.00%	\$28.00	\$52.00
Fans	1	5.0	\$25.00	\$25.00	15.00%	25.00%	\$6.25	\$18.75
Dishes	1	6.0	\$50.00	\$50.00	15.00%	20.00%	\$10.00	\$40.00
silverware	1	6.0	\$50.00	\$50.00	15.00%	20.00%	\$10.00	\$40.00
Glasses	1	2 to 6	\$50.00	\$50.00	15.00%	20.00%	\$10.00	\$40.00
Pots and pans	1	5.0	\$150.00	\$150.00	15.00%	25.00%	\$37.50	\$112.50
Sheets	1	2 to 6	\$150.00	\$150.00	15.00%	25.00%	\$37.50	\$112.50
towels	1	2 to 6	\$50.00	\$50.00	33.00%	25.00%	\$12.50	\$37.50

~~JACOB KIRKLAND PROPERTY INVENTORY~~

2

Pillows	3	2 to 6	\$120.00	\$360.00	15.00%	25.00%	\$90.00	\$270.00
Step stools	2	4.0	\$100.00	\$200.00	15.00%	20.00%	\$40.00	\$160.00
Camping sections of plastic grass pads	4	2.0	\$95.00	\$380.00	10.00%	15.00%	\$57.00	\$323.00
Large Canvas Cover 60' X 34'	1	7.0	\$800.00	\$800.00	15.00%	30.00%	\$240.00	\$560.00
Motorola low band radio 100 watt 44 Hz	1	4.0	\$1,150.00	\$1,150.00	15.00%	25.00%	\$287.50	\$862.50
Hand held low band motorola radio 2 wats 44 Hz	1	4.0	\$1,195.00	\$1,195.00	15.00%	25.00%	\$298.75	\$896.25
Portable AM/FM radio	2	5.0	\$50.00	\$100.00	10.00%	35.00%	\$35.00	\$65.00
Ipod (Apple Nano)	1	1.0	\$100.00	\$100.00	10.00%	15.00%	\$15.00	\$85.00
Binoculars (high power)	1	5.0	\$90.00	\$90.00	5.00%	15.00%	\$13.50	\$76.50
Handmade afghans	2	5 to 15	\$175.00	\$350.00	5.00%	20.00%	\$70.00	\$280.00
Portable air compressor	1	6.0	\$100.00	\$100.00	5.00%	25.00%	\$25.00	\$75.00
Portable vacuum cleaner (12 volt)	1	6.0	\$69.00	\$69.00	15.00%	20.00%	\$13.80	\$55.20
Bottle jacks (10 tons each)	2	4.0	\$30.00	\$60.00	15.00%	25.00%	\$15.00	\$45.00
Garage door remote	1	6.0	\$15.00	\$15.00	15.00%	15.00%	\$2.25	\$12.75
Limo kit for cell phone	1	6.0	\$50.00	\$50.00	15.00%	50.00%	\$25.00	\$25.00
Misc. cleaners, brushers, etc.	1	1 to 2	\$50.00	\$50.00	15.00%	20.00%	\$10.00	\$40.00
Walther P38 9mm gun WWII	1	64.0	\$500.00	\$500.00	15.00%	10.00%	\$50.00	\$450.00
Car dolly	1	8.0	\$1,800.00	\$1,800.00	15.00%	30.00%	\$540.00	\$1,260.00
Moped carrier	1	5.0	\$650.00	\$650.00	15.00%	25.00%	\$162.50	\$487.50
HANGAR ITEMS								
Tractor 10hp Sears w/mower	1	8.0	\$2,300.00	\$2,300.00	15.00%	30.00%	\$690.00	\$1,610.00
Fans	3	1 to 3	\$50.00	\$150.00	15.00%	20.00%	\$30.00	\$120.00
Grill w/tank full	1	2.0	\$280.00	\$280.00	15.00%	15.00%	\$42.00	\$238.00
Spare tank full	1	2.0	\$50.00	\$50.00	15.00%	15.00%	\$7.50	\$42.50
Hoses w/reels	1	3.0	\$120.00	\$120.00	15.00%	20.00%	\$24.00	\$96.00
Power washer	1	2.0	\$280.00	\$280.00	15.00%	20.00%	\$56.00	\$224.00
Shop vac	1	4.0	\$180.00	\$180.00	15.00%	25.00%	\$45.00	\$135.00
Air compressor (Kobalt)	1	2.0	\$180.00	\$180.00	15.00%	15.00%	\$27.00	\$153.00
Dewalt drill set w/saw/lit/battery	1	1.0	\$499.99	\$499.99	15.00%	25.00%	\$125.00	\$374.99
Jump start	1	1.0	\$50.00	\$50.00	15.00%	15.00%	\$7.50	\$42.50
Creeper	1	6 mos.	\$50.00	\$50.00	15.00%	15.00%	\$7.50	\$42.50
Floro car jack	1	3.0	\$50.00	\$50.00	15.00%	25.00%	\$12.50	\$37.50
Screw driver sets, chisel sets, files, wire snips, strippers, channel locks	1	1 to 5	\$325.00	\$325.00	15.00%	20.00%	\$65.00	\$260.00
Levels	3	2 to 3	\$40.00	\$120.00	10.00%	15.00%	\$18.00	\$102.00
sockets Set of 79 pieces	1	3.0	\$100.00	\$100.00	0.00%	12.00%	\$12.00	\$88.00
Work bench & table	1	4.0	\$200.00	\$200.00	10.00%	20.00%	\$40.00	\$160.00
Vice	1	4.0	\$70.00	\$70.00	10.00%	15.00%	\$10.50	\$59.50
Grinder	1	4.0	\$120.00	\$120.00	10.00%	20.00%	\$24.00	\$96.00
Misc tools, drill bits, parts	1	1 to 6	\$2,000.00	\$2,000.00	15.00%	25.00%	\$500.00	\$1,500.00
Step stools	2	3 & 5	\$50.00	\$100.00	15.00%	15.00%	\$15.00	\$85.00
Ladders 28ft extension	1	5.0	\$300.00	\$300.00	15.00%	20.00%	\$60.00	\$240.00
Hand truck (convertible)	1	3.0	\$80.00	\$80.00	15.00%	20.00%	\$16.00	\$64.00
Safety car jacks	2	3.0	\$40.00	\$80.00	10.00%	20.00%	\$16.00	\$64.00
Special paints, caulk, etc.	1	3 to 4	\$200.00	\$200.00	10.00%	15.00%	\$30.00	\$170.00
Attic pull down ladder (spare unit)	1	6.0	\$170.00	\$170.00	10.00%	10.00%	\$17.00	\$153.00

11/2008

JOSEPH KAPERSKAL PROPERTY INVENTORY

3

Scaffold & dolly	1	5.0	\$180.00	\$180.00	10.00%	20.00%	\$36.00	\$144.00
Washer & dryer set Sears/ Kenmore	1	5.0	\$1,000.00	\$1,000.00	10.00%	25.00%	\$250.00	\$750.00
Microwave stand	1	5.0	\$170.00	\$170.00	10.00%	20.00%	\$34.00	\$136.00
Cabinet w/rollers	1	5.0	\$560.00	\$560.00	10.00%	20.00%	\$112.00	\$448.00
Jeppsen charts w/case & map 2 sets - Updated every year. Excluded	2	1 & 2	\$0.00	\$0.00	10.00%		\$0.00	\$0.00
Dave Clark headsets (2)	2	4 & 5	\$425.00	\$850.00	10.00%	25.00%	\$212.50	\$637.50
Flood lights	4	New	\$75.00	\$300.00	10.00%	5.00%	\$15.00	\$285.00
Pearl drums w/hard cases complete	1	8.0	\$4,500.00	\$4,500.00	10.00%	50.00%	\$2,250.00	\$2,250.00
PA system	1	7.0	\$1,200.00	\$1,200.00	10.00%	35.00%	\$420.00	\$780.00
Desks with chairs	2	8.0	\$800.00	\$1,600.00	10.00%	35.00%	\$560.00	\$1,040.00
Console stereo Panasonic	1	8.0	\$500.00	\$500.00	10.00%	50.00%	\$250.00	\$250.00
Utility cabinet w/ sink & fixtures	1	6.0	\$350.00	\$350.00	10.00%	25.00%	\$87.50	\$262.50
2 boxes of hardwood flooring	2	5.0	\$100.00	\$200.00	10.00%	10.00%	\$20.00	\$180.00
TV commercial band radio equipment w/scanners and commercial antennas	1	6 to 8	\$7,000.00	\$7,000.00	10.00%	50.00%	\$3,500.00	\$3,500.00
Brother fax machine w/3 spare cartridges	1	3 mos	\$255.00	\$255.00	10.00%	10.00%	\$25.50	\$229.50
Utility cabinets	2	5.0	\$1,800.00	\$3,600.00	10.00%	25.00%	\$900.00	\$2,700.00
Small refrigerator	1	5.0	\$249.99	\$249.99	10.00%	30.00%	\$75.00	\$174.99
Steel safe	1	8.0	\$280.00	\$280.00	10.00%	25.00%	\$70.00	\$210.00
Microphones and stands	1	8.0	\$280.00	\$280.00	20.00%	40.00%	\$112.00	\$168.00
Extra PA speakers	1	5.0	\$600.00	\$600.00	0.00%	33.00%	\$198.00	\$402.00
King aircraft radio 170B (Not covered) Excluded	1	1.0	\$0.00	\$0.00	0.00%	0.00%	\$0.00	\$0.00
Case of aircraft window cleaner Excluded	1	6 mos	\$0.00	\$0.00	0.00%	0.00%	\$0.00	\$0.00
Metal 2 drawer file cabinets	2	5 to 8	\$60.00	\$120.00	33.00%	25.00%	\$30.00	\$90.00
9 cases of aircraft oil (Not covered, Excluded)	9	New	\$0.00	\$0.00	15.00%	0.00%	\$0.00	\$0.00

11/2008

4

11/2008

JASSEPAK JADESZAKAL PROPERTY INVENTORY